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7 *Attorneys for Plaintiff*

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK AS TRUSTEE FOR
11 THE CERTIFICATEHOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST 2006-
12 OA16, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-OA16;

13 Plaintiff,

14 vs.

15 THE FOOTHILLS AT MACDONALD RANCH
16 MASTER ASSOCIATION; SFR INVESTMENTS
POOL 1, LLC; and NEVADA ASSOCIATION
17 SERVICES, INC.,

18 Defendants.

Case No.: 2:17-cv-01195-APG-BNW

**NOTICE REGARDING BoNYM'S
CLAIMS AGAINST NAS, OR
ALTERNATIVELY, MOTION TO
EXTEND TIME TO RESOLVE CLAIMS**

19 Plaintiff The Bank of New York Mellon f/k/a The Bank of New York as Trustee For The
20 Certificateholders of CWALT, Inc., Alternative Loan Trust 2006-OA16, Mortgage Pass-Through
21 Certificates, Series 2006-OA16 (**BoNYM**) makes the following representations regarding its
22 intentions with regard to how it intends to resolve its claims against Nevada Association Services
23 Inc. (**NAS**), who remains in default.¹

24 ¹ BoNYM filed its complaint on April 27, 2017, and served NAS by personal service with the summons and
25 complaint on May 2, 2017. ECF No. 11. NAS failed to respond to the complaint. BoNYM filed its first
26 amended complaint on November 15, 2017, alleging claims against NAS for (1) Declaratory Judgment, (2)
27 Equitable Indemnification, and (3) Wrongful Foreclosure. ECF No. 24. BoNYM served NAS by personal
28 service with the first amended complaint on November 16, 2017. ECF No. 26. NAS failed to respond to the
first amended complaint. BoNYM took default against NAS on September 20, 2018. ECF Nos. 69, 70.
BoNYM filed its second amended complaint on September 21, 2018. ECF No. 111. Because BoNYM's
second amended complaint did not assert any new or additional claims for relief against NAS, BoNYM was
not required to serve the second amended complaint on NAS. Fed. R. Civ. Pro. 5(a)(2); *D'Angelo v. Potter*,

As noted in BoNYM and SFR's stipulation/joint motion to stay the litigation (ECF No. 183), BoNYM and SFR have reached a settlement agreement which will resolve the claims between BoNYM and SFR. The completion of the settlement between BoNYM and SFR may impact how BoNYM intends to pursue its remaining claims against NAS. Therefore, BoNYM requests the court stay the litigation with respect to the claims against NAS as well, through June 1, 2021. BoNYM intends to resolve its claims against NAS, either through voluntary dismissal or default judgment, by June 1, 2021.

Alternatively, BoNYM requests a 30-day extension of time, through January 21, 2021, to take action to resolve its claims against NAS in light of the holidays to allow undersigned counsel additional time to consult with their client regarding its claims against NAS.

DATED December 22, 2020.

AKERMAN LLP

/s/ Jamie K. Combs

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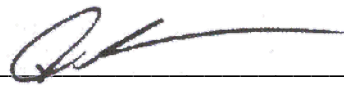
Las Vegas, Nevada 89134

Attorneys for Plaintiff The Bank of New York Mellon

ORDER

I hereby stay the litigation with respect to the claims against NAS through June 1, 2021.

Dated: December 23, 2021


ANDREW P. GORDON

UNITED STATES DISTRICT JUDGE

221 F.R.D. 289, 294 (D. Mass. 2004) (second amended complaint required to be served on defaulted party pursuant to Rule 4 where the amended complaint included new and/or additional claims for relief against the defaulted party); *Schneider v. Bank of Am. N.A.*, 2015 WL 13651208, at *2 (E.D. Cal. Feb. 27, 2015), *report and recommendation adopted*, 2015 WL 13651280 (E.D. Cal. June 10, 2015) (same).